Exhibit A, Part 1

CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

TIG Insurance Company)				
Plaintiff,)				
V.)	Case No. 0 7CH	3 (362	5
Global Reinsurance Corporation of America)			ye	78
Defendant.)				à Z

COMPLAINT FOR DECLARATORY JUDGMENT AND MONEY DAMAGES

Now comes the plaintiff, TIG Insurance Company ("TIG"), by and through its attorneys, LOVELLS LLP, and for its Complaint against defendant Global Reinsurance Corporation of America ("Global") as successor-in-interest to Constitution Reinsurance Corporation ("Constitution Re"), alleges as follows:

1. This case concerns defendant Global's failure to honor numerous reinsurance agreements that its predecessors issued to TIG (the "Reinsurance Agreements"). Those Reinsurance Agreements contain contractual provisions requiring Global to indemnify TIG for a portion of the "expenses" that TIG incurs in connection with claims under policies issued by TIG. Global has violated those coverage obligations. TIG has incurred millions of dollars in litigation expenses in connection with efforts by TIG's policyholder to obtain insurance coverage from TIG. Although Global is properly responsible to cover over \$1,340,000 of those past "expenses," as well as such expenses incurred in the future, Global refuses to reimburse TIG for any such expenses. Accordingly, TIG brings this action to obtain a declaration regarding Global's coverage obligations and to recover the sums owed to TIG pursuant to the Reinsurance Agreements.

- 2. Plaintiff TIG is a California corporation with its principal place of business in New Hampshire. TIG is the legal successor-in-interest of certain of the liabilities of several other insurance companies, including International Insurance Company ("IIC), International Surplus Lines Insurance Company ("ISLIC"), and The North River Insurance Company ("North River") (collectively referred to as "TIG"). IIC, ISLIC and North River were the original parties that entered into the Reinsurance Agreements.
- Defendant Global is a reinsurance company domiciled in New York and with its principal place of business in New York City. Global was voluntarily placed into runoff on August 2, 2002 and no longer underwrites or issues new insurance or reinsurance agreements. Global is the legal successor-in-interest to the rights and obligations under the Reinsurance Agreements, which were originally issued by Constitution Re.

JURISDICTION AND VENUE

- 4. The court has jurisdiction over this matter pursuant to 735 ILCS §5/2-209. Among other reasons, IIC and ISLIC were domiciled in Illinois throughout much of the period relevant to this Complaint, including at the time the Reinsurance Agreements were issued. Their headquarters and underwriting operations were in Cook County. The North River contracts at issue in this case were assumed in 1993 by IIC, an Illinois company. Global transacts business within Illinois and it has issued reinsurance contracts and coverage to the Illinois companies involved in this case. Further, the performance of the Reinsurance Agreements has been substantially connected with the State of Illinois over the course of many years.
- 5. Venue is proper in this court pursuant to 735 ILCS §5/2-101 in that several transactions or critical portions of the transactions from which this cause of action arise occurred in Cook County, Illinois.

Case 1:08-cv-00522 Document 5-2 Filed 01/25/2008 Page 4 of 59 FACTUAL ALLEGATIONS

- 6. This Complaint concerns insurance and reinsurance obligations assumed in the 1970s and 1980s. Throughout that period, TIG (through its predecessors) was engaged in the business of providing various commercial property and casualty insurance coverages to corporations and commercial entities. TIG typically provided excess coverage, i.e., excess of underlying insurance or a self-insured retention of the policyholder.
- 7. As is typical in the insurance industry, for various reasons, TIG decided to purchase reinsurance protection to cover a portion of the insurance liabilities that TIG had assumed under the policies it had issued.
- Reinsurance is an insurance contract issued to an insurer. The insurer purchasing the reinsurance is known as the "ceding insurer" or "cedent." TIG is thus the "ceding company" in this instance. A reinsurance contract provides a right of reimbursement when the cedent incurs losses or expenses by making payments or by participating in proceedings to resolve claims under insurance policies it has issued to others. The typical reinsurance agreement requires the cedent to pay its reinsurer a portion of the premiums collected from the insurance policies covered by the reinsurance agreement; in turn, the reinsurer is obligated to indemnify the ceding company for its agreed share of the claims and expenses incurred by the ceding company in connection with its policies.
- 9. From 1974 through 1985, TIG purchased reinsurance protection from Global on numerous occasions. A list of the relevant Reinsurance Agreements, including dates of coverage, limits of liability, and the identity of the underlying policyholders, is set forth as Exhibit A, which is incorporated herein by reference. In addition, a copy of each such Reinsurance Agreement in TIG's possession is incorporated and attached hereto as Exhibits B through Y.

Case 1:08-cv-00522 Document 5-2 Filed 01/25/2008 Page 5 of 59

- 10. Although many of the Reinsurance Agreements contain slightly different terms and conditions, at their core, all of them provide that Global was entitled to receive a share of the premiums that TIG received from its policyholders under reinsured policies. In turn, the Reinsurance Agreements all obligate Global to indemnify TIG for its specified share of claims and expenses incurred by TIG pursuant to the reinsured policies.
- 11. There is no dispute in this case regarding premium. In fulfillment of its contractual obligations, TIG has paid to Global all of the premiums properly due and owing to Global under the Reinsurance Agreements. Global has accepted and retained those premiums for its benefit.
- 12. In contrast, Global has failed to honor its contractual obligation to reimburse TIG for "expenses" it has incurred in connection with the reinsured policies issued by TIG.
- 13. Each of the Reinsurance Agreements contains substantially the following language regarding Global's obligation to cover a portion of TIG's expenses:

"All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(ies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payment to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declaration in the first layer of participation."

Constitution Re Certificate of Reinsurance, Certificate No. 64677; Section E (emphasis added). With regard to the last sentence of the provision quoted above, all of the Reinsurance Agreements are known as "contributing excess" agreements.

14. Over the years, TIG's policyholders have asserted various claims for coverage under the reinsured policies. Pursuant to its duties to its policyholders, after receiving notice of

4

Case 1:08-cv-00522 Document 5-2 Filed 01/25/2008 Page 6 of 59 claims, TIG has performed an investigation of each claim to determine whether and in what amount it should be paid. Where TIG has determined that claims are covered, they have been paid, and the losses and expenses incurred by TIG have been ceded to Global.

- decisions by TIG that their claims (or portions thereof) were outside the scope or limits of coverage afforded by TIG's policies. Accordingly, TIG's policyholders initiated declaratory judgment actions, seeking a declaration that TIG was obligated to provide the requested coverage. Accordingly, TIG was forced to incur expenses investigating, defending, and responding to those coverage claims. On other occasions, TIG sought to obtain an affirmative declaration that losses at issue were not covered.
- determinations inured to the mutual benefit of TIG and Global. To the extent that TIG was successful in establishing that its policyholders' claims were improper, inflated, or outside the scope or limits of coverage, such a result reduced the amount of loss that Global was obligated to pay. TIG's actions also were necessary and proper to ensure that only covered losses were paid under its policies, a course of action that benefited Global as TIG's reinsurer.
- 17. The expenses TIG incurred in connection with its policyholder's claims for coverage are expenses covered by the plain language of the Reinsurance Agreements. Accordingly, Global is obligated to indemnify TIG for its specified percentage of those expenses.
- 18. After incurring expenses in connection with its policyholder's assertions of coverage, TIG has submitted requests to Global for reimbursement. Pursuant to the terms of the Reinsurance Agreement, TIG consistently invoiced Global for its proportionate share of those expenses as they were incurred, the remainder of which were borne by TIG. Global has refused to pay any such expenses.

5

19. TIG has incurred declaratory judgment coverage action expenses in connection with (among others) five major policyholders: Beecham, Inc., Combustion Engineering, Inc., the Warner Lambert Company, Rockwell International, and Shell Oil Company. TIG has submitted requests to Global for reimbursement totaling \$1,340,564 in connection with TIG's expenses incurred in coverage actions with those five policyholders. A breakdown of the specific amounts billed by TIG to Global on each of those policyholder accounts is as follows:

Beecham, Inc.	\$ 84,750.60
Combustion Engineering	\$ 200,968.22
Warner Lambert	\$ 899,864.99
Rockwell International	\$ 94,069.26
Shell Oil	\$ 60,911.33
TOTAL	\$ 1,340,564.40

20. TIG has made repeated efforts to obtain Global's compliance with its contractual obligations. After years of discussions and negotiations regarding the issue, on November 26, 2007, TIG sent a final demand for payment. In that letter, TIG notified Global that it would initiate legal proceedings against Global if Global did not accept its obligations and indemnify TIG by December 21, 2007. Despite that demand, Global has continued to deny its obligations.

COUNT I

DECLARATORY JUDGMENT

- 21. TIG hereby re-alleges Paragraphs 1 through 20 as though fully set forth herein.
- 22. TIG has fully performed its obligations under the Reinsurance Agreements.
- 23. Despite repeated demands, Global has failed to honor its obligation to reimburse TIG for its expenses incurred in coverage actions with TIG's policyholders. Further, Global refuses to cover such expenses incurred by TIG in the future.
- 24. Each Reinsurance Agreement constitutes a separate "contract or other written instrument" that is the subject of an actual controversy between TIG and Global. Pursuant to 735 ILCS 5/2-701, TIG is entitled to a declaration establishing its rights and Global's obligations under the Reinsurance Agreements.

WHEREFORE, plaintiff TIG respectfully requests the following relief:

- (A) A declaration that the provisions in the Reinsurance Agreements between TIG and Global regarding Global's obligations to indemnify TIG for its proportionate share of "expenses" includes coverage for expenses incurred by TIG in connection with declaratory judgment or coverage actions between TIG and its policyholders;
 - (B) Costs pursuant to 735 ILCS 5/2-701(e); and
 - (C) Such other and further relief as may be just and proper.

COUNT II

BREACH OF CONTRACT

- 25. Plaintiff TIG hereby re-alleges paragraphs 1 through 24 as though fully set forth herein.
 - 26. TIG has fully performed its obligations under the Reinsurance Agreements.
- 27. Despite repeated demands, Global has failed to pay TIG the amounts properly due and owing under the Reinsurance Agreements.
- 28. Global's failure to pay TIG the amounts owed constitutes a material breach of the Reinsurance Agreements with TIG.
- 29. As a result of Global's material breach of its reinsurance agreements, TIG has suffered financial damages in an amount no less than \$1,340,564.

WHEREFORE, plaintiff, TIG respectfully requests the following relief:

- (A) A finding that Global has breached its Reinsurance Agreements with TIG;
- (B) Entry of a judgment in favor of TIG;
- (C) An award of contract damages against Global in an amount no less than \$1,340,564;
 - (D) Pre-judgment interest;
 - (E) TIG's costs; and

(F) Such other and further relief that this Court deems just and proper.

Respectfully submitted,

TIG INSURANCE COMPANY

One of its Attorneys

Eric A. Haab Robin C. Dusek LOVELLS LLP 330 North Wabash, Suite 1900 Chicago IL 60611 (312) 832-4400 (312) 832-4444 (fax) Firm No. 32893

EXHIBIT A

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
63353	Beecham, Inc.	4/1/76 - 4/1/77	\$200,000 each occurrence and in the aggregate where applicable part of \$1,000,000 which is excess primary
63354	Beecham, Inc.	4/1/76 - 4/1/77	\$800,000 each occurrence and in the aggregate where applicaable part of \$4,000,000 which is excess of primary
64677	Beecham, Inc.	4/1/77 - 4/1/78	\$1,000,000 each occurrence and in the aggregate where applicable part of \$4,000,000 which is excess of primary
65746	Beecham, Inc.	4/1/78 - 4/1/79	\$1,000,000 each occurrence and in the aggregate where applicable part of \$4,000,000 which is excess of primary
64693	Combustion Engineering, Inc.	1/1/77 - 1/1/78	\$500,000 part of the limits shown in Item # 2 of agreement
65813	Combustion Engineering, Inc.	11178 - 11179	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$5,000,000 which is in excess of \$22,000,000 which in turn is excess of underlying insurance
66488	Combustion Engineering, Inc.	1/1/79 - 1/1/80	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$2,000,000 which is in excess of \$22,000,000 which in turn is excess of primary
20929	Combustion Engineering, Inc.	1/1/80 - 1/1/81	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$2,000,000 which is in excess of \$22,000,000 which in turn is excess of primary
69185	Combustion Engineering, Inc.	1/1/81 - 1/1/82	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$2,000,000 which is in excess of \$22,000,000 which in turn is excess of primary
79669	Combustion Engineering, Inc.	1/1/82 - 1/1/83	\$500,000 each occurrence and in the aggregate where applicable part of \$12,500,000 part of \$25,000,000 which is in excess of \$22,000,000 which in turn is in excess of primary
70643	Combustion Engineering, Inc.	1/1/83 - 1/1/84	\$500,000 each occurrence and in the aggregate where applicable part of \$12,500,000 part of \$25,000,000 which is in excess of \$22,000,000 which in turn is in excess of underlying insurance

Case 1:08-cv-00522	Document 5-2	Filed 01/25/2008	Page 12 of 59
--------------------	--------------	------------------	---------------

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE R COVERAGE DATES	REINSURANCE LIMITS
68717	Rockwell International Corp.	10/1/80 - 10/1/81	\$2,000,000 each occurrence and in the aggregate where applicable part of \$28,000,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
78662	Rockwell International Corp.	10/1/82 - 10/1/83	\$3,000,000 each occurrence and in the aggregate where applicable part of \$52,000,000 part of \$115,000,000 which is in excess of \$235,000,000 which in turn is in excess of underlying insurance
71542	Rockwell International Corp.	10/1/83 - 10/1/84	\$2,000,000 each occurrence and in the aggregate where applicable part of \$28,000,000 which in turn is part of \$40,000,000 which is in excess of \$60,000,000 which in turn is in excess of primary insurance
61627	Rockwell International Corp.	4/1/74 - 4/1/75	\$2,000,000 each occurrence and in the aggregate where applicable part of \$25,000,000 part of \$40,000,000 which is excess of \$60,000,000
63248	Rockwell International Corp.	4/1/76 - 4/1/77	\$2,000,000 each occurrence and in the aggregate where applicable part of \$20,000,000 part of \$40,000,000 which is excess of \$60,000,000
64633	Rockwell International Corp.	4/1/77 - 4/1/78	\$2,000,000 each occurrence and in the aggregate where applicable part of \$22,500,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
65680	Rockwell International Corp.	411/78 - 411/79	\$2,000,000 each occurrence and in the aggregate where applicable part of \$18,000,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
66299	Rockwell International Corp.	4/1/79 = 4/1/80	\$2,000,000 each occurrence and in the aggregate where applicable part of \$18,000,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
68015	Rockwell International Corp.	4/1/80 - 4/1/81	
66114	Shell Oil Company	8/22/78 - 7/1/79	\$1,000,000 each occurrence and in the aggregate where applicable part of \$5,275,000 part of \$50,000,000 which is excess of \$105,000,000 which in turn is excess of underlying insurance
61647	Warner - Lambert Co.	1/1/74 - 1/1/77	\$500,000 each occurrence and in the aggregate where applicable part of \$1,500,000 part of \$8,500,000 excess of \$40,000,000

	TES
REINSURANCE	COVERAGE DAT
	UNDERLYING POLICYHOLDER COVERAGE DATES
CERTIFICATE	NUMBER

REINSURANCE LIMITS

\$1,000,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$15,000,000 which is excess of \$5,000,000 which in turn is excess of underlying insurance \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and in the aggregate where applicable part of \$1,000,000 each occurrence and \$1,000,000 each occurren	
	\$4,300,000 pair of \$3,000,000 which is excess of underlying Insurance
	01110171
O O	
Warner - Lambert Co	

62998

62997

EXHIBIT B

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS



THE NORTH RIVER INSURANCE COMPANY.

					-
NAME OF INSURED BEECHAM INC., ETAL		DCL 00 1	314		555
CLIFTON		NEW JERS		., .	ZIP
REINSURANCE POLICY PERIOD		TO 04/01/77	. REN	EWAL CERTIFICATE NO.	- Prof. in Congression in Congressio
REPLACES CERTIFICATE NO.	·	127, 44		en de la companya de La companya de la co	
ITEM 1 - TYPE OF INSURANCE		And the second s			
EXCESS UMBRELLA LIA	BILITY			•	
ITEM 2 - POLICY LIMITS & APPLICATION		,			
\$5,000,000 EACH OCCURI EXCESS OF PRIMARY	RENCE AND	IN THE AGGREGA	ATE WHERE	E APPLICABL	E
			·		
ITEM 3 - COMPANY RETENTION		**	• • •	2 4	
\$4,800,000 SUBJECT TO	FACULTATI	VE REINSURANC	E		
	· · · · · · · · · · · · · · · · · · ·			1	
ITEM 4 - REINSURANCE ACCEPTED					
\$200,000 EACH OCCURR PART OF \$1,000,000 WH			TE WHERE	APPLICABLE	
• • • • • • • • • • • • • • • • • • •					
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	CONTRIBL	JTING EXCESS	Non-	CONCURRENT	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
ITEM 6 - PREMIUM	~ =	A COLUMN TO THE	,	The state of the s	
\$4,371.00 NET.					
				,	
ITEM 7 - CANCELLATION NOTICE		The state of the s		and the second of the second o	7.27.,-2 7-2,-2
60 DAYS					
•					
CONSTITUTION REINSURANCE C	ORPORATION	ВҮ	AUTHORIZED SIG	NATURE	

VICE PRESIDENT

COMPANY COPY

Case 1:08-cv-00522

Document 5-2

Filed 01/25/2008 TION REINSURANCE CORPORATION

633333 REBMUM ET NO IRMBER

CONSTITUTION REINSURANCE CORPORATION

CHARGES CHARLESTER SERVICE

110 WILLIAM STREET THE NORTH RIVER INSURANGED SACKWIA NAOY WAN

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

COMP ANY POLICY NUMBER

MAME OF INSURED

In consideration of the payment of the premium, and wifed to the terms conditions and limits of liability set forth Aerein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies) as follows:

NEW JERSEY

CLIFTON

insurance if applicable, the amount of liability specified in item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer. as specified in Itam 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy_except_wher_otherwise-specifically-provided-herein or designated as nonconcurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all andorsements thereto and agrees to notify the Beinsurer promptly of all changes which in any manner affect this Certificate of Beinsurance. The Company shall make available for inspection, and place at the

- In no event that engone other than the Company or, in the event of the Company's insolvency its receiver, inquireson or statutory successor, have any rights under this Certificate of Reinsurance.
- The Company shar notify the Reinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or demages sought, without legard to liability inight result in judgment in an amount sufficient tuitavolve this Certificave of Reinstrance. The Company shall also notify the Reinstran promptly of any occurrence in respect of white the Company has created a loss reserve equal to or grazies than filtry EU parcent of the Company Hamilton A specified in item 3 of the Decleration, or, if this reinsurance applies on a contributing excess basis, when notice of cisim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its represents lives in the defense and control of any claim, suit or proceeding involving this Cartificate of Beinsurance.
- ditions of this Certificate of Reinsurance, shall be binding on the Reinsurer Leon receipt of a definitive statement of loss, the Reinsurer shall promotify pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment, if there is no loss payment, the Reinsures shall pay its proportion of such expenses only in respect of business accepted on a-contributing-excess-basis and then-only-in-the-percentage stated-in-Item-4-of the Declarations in the first layer of participation.

Definitions

As used in this Certificate the following terms shall have the meaning set op-

The limit(s) of liability of the Reinsurer, as stated in Item 4.at the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

The Company warrants to retain for its own account, subject to treat@Geray YO'CONTRIBUTING EXCESS. The Company's pality applies and excess of other walld insurance, reinsurance or a self-insured retention and the limit of liability of the Beinsured applies proportionally to all dos settlements in the percentage in the forth in Item 4 of the Declarations. IN SYNAUTHILIBRATE REPLACES CERTIFICATE IN STREET

The reinsurance provided does not apply to any haz-NON-CONCURRENT ... ards or risks of loss or damage covered and Arthu Company & policy bates Than those specifically set forth in the Declarations. The retention of the Company and liability of the Premoura shall be determined madinaged the Company's policy applied only to the hezards or risks of loss or demans specifically described in the ITEM 2 - FOLICY LIMITS & APPLICATION Declarations:

- disposal of the figure 1 at the Company with its proposition of the Company with its proposition that the Company with its proposition of the figure 2 at the Company with its proposition of the Company with its proposition with the Company with its proposition of the Company with its proposition with the Company with its proposition with the Company wi less all expenses paid by the Company in making such recovery. If the lainsturance afforded by this Certificate is on the excess of loss basis, salvege shall be applied in the inverse order in which liability attaches.
 - The Company will be liable for all taxes on premiums caded to the Reinsurer under this Certificate of Reinsurance.

th, in the event of the Insolvency of the Gernsurer of the basis of the liability by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy (ies) reliasured, without diminution because of successor. The Reinsurer shall be given written notice of the peridency of said claim against the Company on the policy(les) reinsured hereunder within a less sonable time after such claim is filed in the insolvency proceedings. The Reing surer shall have the right to investigate each such claim, and interposs, or its own expense, in the proceeding where such daim is to be adjucticated, any defenses which it may deem available to the Company or its receiver, liquidator, or matutory successor. The expense thus in அரசு நடிக்கு இருக்கு இரு அரசு அறைச்சிர்க் subject to court approval, against the insolvent Company as part of the expense D. All loss settlements made by the Company, provided they are within the of liquidation to the extent of a proportionate share of the penetic which may terms and conditions of the little and while the company real that the conditions of the company real that the conditions is the condition of the extent of a proportionate share of the penetic will be a settlement.

PART OF \$1,000,000 WHICH IS EXCESSOF

The Reinsurer may offset any balance(s), whether on account of pramiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding COMPANY.THOO LEXCESSIOF LOSS

-Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the relieusable afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.

K. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly author. ized representative of the Reinsurer.

SYACE 03

In Hitness Thereof, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Rainsurer.

March Armais

EXHIBIT C

- CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET • NEW YORK, N.Y. 10038

4 11
GEORG COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



BEECHAM INC., ETAL		DCL 00 13			,	
CITY		2011 00 13	STATE	40		ZIP
CLIFTON REINSURANCE POLICY PERIOD	COMPANY POLIC	NEW JERSE		RENEWAL CEF	TIEICATE NO	*
4/01/76 04/01/77	04/01/76 T			· ***	mi iomaig.	,:
EPLACES CERTIFICATE NO.	,	•			•	
ITEM 1 - TYPE OF INSURANCE		-	<u> </u>			T. TO SHARE THE P. STATE OF TH
EXCESS UMBRELLA LLA	BILITY					
TEM 2 - POLICY LIMITS & APPLICATION		MTTT 4 ~~~~ 4				
\$5,000,000 EACH OCCUI APPLICABLE EXCESS O	F PRIMARY	THE AGGREGA	LE MHE	SKE:	,	
	•				•	
	Ź	•			•	-
	•					
TEM 3 - COMPANY RETENTION	ingeren og sen er en	ombrano Flanc Chammana, al de 1894 a relevençamente e comunidade e que en capital de la caleda			#T	
\$4,200,000 SUBJECT TO	FACIII.TATTVE	D ETNICTID A NOT E				
		MEMICONATION				
					•	
			•			
\$800,000 EACH OCCURR APPLICABLE PART OF	\$4,000,000 WHIC	H IS EXCESS C	E WHER	E 0,000		and the second s
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX	\$4,000,000 WHIC	H IS EXCESS C	E WHER	E),000		***
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX	\$4,000,000 WHIC	H IS EXCESS C	F \$1,000	E. O, 000	RENT	
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 BASIS OF ACCEPTANCE	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	F \$1,000	0,000	RENT	
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	F \$1,000	0,000	RENT	ATTO A
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	F \$1,000	0,000	RENT	Section 2
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	F \$1,000	0,000	RENT	ACCIONAL TO ACCION
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM \$3,875.00 NET.	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	F \$1,000	0,000	ENT	
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM5-BASIS OF ACCEPTANCE EXCESS OF LOSS TEM6-PREMIUM \$3,875.00 NET.	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	DF \$1,000	0,000	RENT	
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM \$3,875.00 NET.	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	DF \$1,000	0,000	ENT	
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM \$3,875.00 NET.	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	DF \$1,000	0,000	RENT	
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM \$3,875.00 NET.	\$4,000,000 WHIC CESS OF PRIMA	H IS EXCESS C	DF \$1,000	0,000	ENT	
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM \$3,875.00 NET.	\$4,000,000 WHICCESS OF PRIMA	H IS EXCESS C	DF \$1,000	0,000		
\$800,000 EACH OCCURR APPLICABLE PART OF WHICH IN TURN IS EX TEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6 - PREMIUM \$3,875.00 NET. TEM 7 - CANCELLATION NOTICE 60 DAYS	\$4,000,000 WHICCESS OF PRIMA	H IS EXCESS C	N \$1,000	ON CONCURE		

Document 5-2 Case 1:08-cy-00522

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET

THE NORTH RIVER INSURANGOM SACKARAN, MANY WAN

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

COMP ANY POLICY NUMBER

MAME OF INSURED

In consideration of the payment of the premium, and subject to the terms conditions and limits of liability set forth here and in the Occidentions medical part hereof, the Rainsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies) as follows:

NEW JERSEY

CLIFTON

insurance if applicable, the amount of liability specified in Item 3 of the Declarorations, unless otherwise declared to the Reinsuter. The liability of the Reinsuter. as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its codicy and all endorsements thereto and agrees to notify the Reincurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the frequencies an reasonable times, all records of the Company relating to this Optificate Anasthurance opening in conhector setwing OA HIT

63353

- In no event shall engone ourse then the Company or, in the event of the Company's insolvency its receiver, signification or statutory successor, have any rights under this Certificets of Reinsurance.
- The Company shall notify the Reinsurer promptly of any occurrence which in the Company's actimate of the value of injuries or demages sought, without regard to Hability, inlight result in judgment in an amount sufficient to involve this Certificate of Reinfurence. The Company shall also notify the Reinsurer promptly of any occurrence in respect of white the Company has created a loss reserve equal to or grasse, than fifty 500 percent of the Company Hamilton A specified in from 3 of the Depletation, St. if this reinsurance applies on a contributing excess basis, when notice of disim is received by the Company, While the Reinsurer coes not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Cartificate of Reinsurance.
- ditions of this Certificate of Reinsurance, shall be binding on the Reinsurer Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment, if there is no loss payment, the Reinsurer accompany shall pay its proportion of such expenses only in respect of business accepted on a_contributing_excess-basis and then-only in the percentage stated in Item-4 of the Declarations in the first layer of participation.

Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

The limit(s) of liability of the Reinsurer, as stated in Item .4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

- The Company warrants to retain for its own account, subject to treat@ge=39 YO CONTRIBUTING EXCESS. The Company's pality applies in excess of other valid insurence, reinsurence or a self-insured retention and the limit of liability of the Beinsured aboliss proportionally to all dose settlements in the percentage in set SEPLACES CERTIFICAYE NO.
 - The reinsurance provided does not apply to any haz-NON-CONCLIRESMY. ards or risks of less or damage covered didentified Company sholley being than those specifically set forth in the Declarations. The retention of the Company and liability of the Frenchis Shall be determined As including the Company policy applied only to the hazards or risks of loss or damage specifically described in the ITEM 2 - FOLICY LIMITS & APPLICATION
 - F. The Reinsurer will be paid or credited by the Company with its proportion of the Co less all expenses paid by the Company in making such recovery. If the telestrence afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
 - The Company will be liable for all taxes on premiums caded to the Reinsurer under this Certificate of Reinsurance.
- H. In the event of the insolvency of the Reinsurer of the least of the liability by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of successor. The Reinsurer shall be given written notice of the periodney of each claim against the Company on the policy(les) reincured hereunds: eachin a real sonable time after such claim is filed in the insolvency proceedings. The Reing surer shall have the right to investigate each such claim and interposs, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or status tory successor. The expense thus in appropriate properties in a properties, subject to court approval, against the insolvent Company as part of the expense D. All loss settlements made by the Company provided they are within the of liquidation to the extent of a proportionate share of the penetit which may terms and conditions of the Indian and within the company for the Indian and the company for the company in the company in the company in the company in the company of the company in t

PART OF \$1,000,000 WHICH IS EXCESSOF

The Reinsurer may offset any palance(s), whether on account of pramiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Cartificate of Reinsurance or under any other agreement heretofore or hereafter cotered into hereveen the Company and the Reinsurer, whether acting assignment cliniques of assigning I EXCESS OF LOSS

d: --- Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be carrielled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reliminance afforded here. by shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.

K. The terms of this Certificate of Fleinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly author. ized representative of the Reinsurer. 60 DAYS

In Hitness Thereuf, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

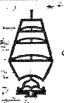
March Armais

EXHIBIT D

CONSTITUTION REINSURANCE CORPORATION

910 WILLIAM STREET • WEW YORK, N.Y. 10038
CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



64677 CERTIFICATE NUMBER

NAME OF INSURED COMPANY POLICY NUMBER BEECHAM, INC. DCL 000193
CLIFTON STATE ZIP CLIFTON NEW JERSEY
REPLACES CERTIFICATE NO.
ITEM 1- TYPE OF INSURANCE
UMBREIJLA LIABILITY
\$5,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE EXCESS OF PRIMARY
Control of the contro
ITEM 3 - COMPANY RETENTION
\$4,000,000 SUBJECT TO FACULTATIVE REINSURANCE
ITEM 4 - REINSURANCE ACCEPTED
\$1,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$4,000,000 WHICH IS EXCESS OF PRIMARY
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS CONTRIBUTING EXCESS NON-CONCURRENT
ITEM 6-PREMIUM
\$42,625.00 NET.
ITEM 7 - CANCELLATION NOTICE
60 DAYS

CONSTITUTION REINSURANCE CORPORATION

"" · AUTHORIZED SIGNATURE

VICE PRESIDENT

FM 16.0.93 (1-77)

COMPANY COPY

CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

APR 2 9 1977

herein called the Reinsurer REINSURING AGREEMENTS AND CONDITIONS

the second secon In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a par hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(les)

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.
- B. Liebility of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been night aware of and shall have concurred in the actions giving rise to such dama,"
- C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations; While the Reinsurer does not undertake to investigate or related claims or suits it shall payertheless have the right profit by gate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representative in the defendance. tives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policyties) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Heinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer company's gross ross payment. If there is no loss payment, the memsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4. of the Declarations in the first layer of participation.
- As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Daclarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in I tem 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts of portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- The Reinsurer will be paid or credited by the Company with its pro-G. The Reinsurer will be pard or created by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- salvage shall be applied in the inverse order in which liability attaches.

 H. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.

 In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the adjustment any desirable which it may death aromatic to the company of receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

 J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other account of the defense undertaken by the salvage or any other account of the commissions, claims, losses, adjustment expense, salvage or any other account of the commissions.
- other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company. " - " W. J. - " .
- K. Should the Company's policy be cancelled this Certificate shall terminate sufformatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the notice of the other, stating when thereafter the notice of the other, stating when thereafter the notice of the number of of mailing shall be the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned promium shall follow the Company's calculation in the use of short rate or pro rata tables.
- L. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Allerent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

EXHIBIT E

CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



CERTIFICATE NUMBER

BEECHAM, INC., ET AL	DCL 00019			7/9 a	
CLIFTON	NEW JERSE	- STATE		ZIP	
REINSURANCE POLICY PERIOD COMPANY POLICY	PERIOD		RENEWAL ČERTIFI	CATE NO.	. (1
04-01-78 04-01-79 04-01-78 TO 0	4-01-79	<u> </u>	·	woodside 1 1 2 months	
REPLACES CERTIFICATE NO.		. Am			·
ITEM 1 - TYPE OF INSURANCE	er service a service	· (r. , 2 · · · · · · · · · · · ·	and the design of the design o	##: #*** ±	
UMBRELLA LIABILITY .	• •	•			
ITEM 2 - POLICY LIMITS & APPLICATION			and the second s	3 11 12	71-47-
\$5,000,000 EACH OCCURRENCE AND IN EXCESS OF PRIMARY	THE AGGRE	EGATE WHE	ERE APPLICA	ABLE	
ITEM 3 - COMPANY RETENTION	S. 19. 11. 11. 11. 11. 11. 11. 11. 11. 11		 		· - 5 Au
\$4,000,000 SUBJECT TO FACULTATIVE	REINSURAN	ICE			
			_		
ITEM 4 - REINSURANCE ACCEPTED				an administrative and a second	<u></u>
\$1,000,000 EACH OCCURRENCE AND IN PART OF \$4,000,000 WHICH IS EXCES	THE AGGRESS OF PRIMA	EGATE" WHE KRY	ERE APPLICA	ABLE	.
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS X CONTRIBUTING E	xcess		NON-CONCURREN		r .
ITEM 6 - PREMIUM					
\$55,282.50 NET	• •				
ITEM 7 - CANCELLATION NOTICE			-la-a-i	77.77.7.7.1	<u> </u>
60 DAYS	•				
	a The ideas of the same of the				- PIE

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SIGNATURE ASSISTANT SECRETARY

FM 16.0.33 (1-77)

COMPANY COPY

CERTIFICATE OF REINSURANG CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038 herein called the Reingurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy (less) as followers:

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as spacified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsaments thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith. The Company warrants to retain for its own account, subject to treaty Certificate of Reinsurance or claims in connection herewith.
- B. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- C. In no event shall anyone other than the Company of, in the event of the Company's insolvency, its receiver, liquidator of statutory successor, have any rights under this Certificate of Reinsurance.
- As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promotly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(ies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of expenses in the investigation and its proportion of expenses and integers of the payments. in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment the Beinsurer's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in I tem 4 of the Declarations in the first layer of participation.
- Definitions
- As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability. of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shell be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts of portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If, the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which flability attaches.
- H. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Roinsurance.
- In the event of the Insolvency of the Company, the reInsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and internoces are the state of the proceedings. and interpose, at its dwn expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its Reinsurer shall be chargeable, subject to court approval, against the insolvent Company of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Cartificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Thereof, constitution reinsurance corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary :

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

Limited Exclusion Provision.*

- I. It is agreed that the policy does not apply under any liability coverage,
 - to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either

(a) become effective on or after 1st May, 1960, or

- (b) become effective before that date and contain the Limited Exclusion Provision set out above: provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

Broad Exclusion Provision.*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury. sickness, disease, death or destruction bodily injury or property damage
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (I) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to first aid,

- bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material to bodily injury
- and arising out of the operation of a nuclear facility by any person or organization.

- III. Under any Liability Coverage, to injury. sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of bodily injury or property damage services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to property damage to such nuclear facility and any property thereat.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

With respect to injury to or destruction of property, the word "injury" or "destruction" "property damage" includes all forms of radioactive contamination of property.

includes all forms of radioactive contamination of property.

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May. 1960, provided this paragraph (3) shall not be applicable to
 - (i) Garage and Automobile Policies issued by the Company on New York risks, or
 - (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

^{*}NOTE. The words printed in Italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

Case 1:08-cv-00522 Filed 01/25/2008 Page 28 of 59 Document 5-2

ENDORSEMENT

1to Chao	
378 9	

FOR ATTACHMENT TO CERTIFICATE NO. 65746 BETWEEN A/C: BEECHAM, INC., ET AL R/I: THE NORTH RIVER INSURANCE COMPANY #DCL 000 199 and CONSTITUTION REINSURANCE CORPORATION, EFFECTIVE DATE OF THIS ENDORSEMENT APRIL...... 1978............

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF A NET RETURN PREMIUM OF \$1,600.20, IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART OF SHALL BE AMENDED TO ACCEPT THE TERMS AND CONDITIONS OF NORTH RIVER INSURANCE COMPANY'S ENDORSEMENT NUMBER ONE (1).

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In mitness mineral, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS 25th DAY OF MAY

CONSTITUTION REINSURANCE CORPORATION

COMPANY COPY

EXHIBIT F

CONSTITUTION REINSURANCE CORPORATION

CEDING COMPANY AND ADDRESS

110 WILLIAM STREET . NEW YORK, N.Y. 10038



THE INTERNATIONAL INSURANCE COMPANY

NAME OF INSURED	COMPANY POLICY NUMBER		
COMBUSTION ENGINEERING, INC.	xs 4080		
CITY	STATE		ZIF
STAMFORD	CONNECTICE		06902
HEINSUHANCE POLICY PERIOD COMPANY POLIC	CA LEUIOD	RENEWAL CERTIFIC	CATE NO.
01/01/77 01/01/78 01/01/77 To	0 01/01/78		
REPLACES CERTIFICATE NO.			
ITEM 1 - TYPE OF INSURANCE			
EXCESS UMBRELLA LIABILITY			
ITEM 2 - POLICY LIMITS & APPLICATION	y y gy y a manamara sa yay gu		
		•	•
\$2,000,000 PART OF \$5,000,000 APPLICABLE IN EXCESS OF \$23,00 AGGREGATE WHICH IS IN EXCESS OF EXCEPT FOR "SPECIAL P.D." AT	00,000 EACH OCCUP OF \$2,000,000 SEL	RENCE, \$33,0 F-INSURED RE	00,000 TENTION
ITEM 3 - COMPANY RETENTION			
\$1,000,000 PART OF THE LIMITS	SHOWN IN ITEM #	2 ABOVE.	
f .			
		МДҮ	9 1977
ITEM 4 - REINSURANCE ACCEPTED		МДҮ	9 1977
S500,000 PART OF THE LIMITS S	HOWN IN ITEM # 2		9 1977
	HOWN IN ITEM # 2		9 1977
\$500,000 PART OF THE LIMITS S			0 10/1
\$500,000 PART OF THE LIMITS STITEM 5- BASIS OF ACCEPTANCE		ABOVE.	0 10/1
\$500,000 PART OF THE LIMITS S ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS X CONTRIBUTING		ABOVE.	0 10/1
\$500,000 PART OF THE LIMITS S ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS X CONTRIBUTING	excess OMMISSION MINIMUN	ABOVE. NON-CONCURRENT	
\$500,000 PART OF THE LIMITS STITEM 5-BASIS OF ACCEPTANCE EXCESS OF LOSS ITEM 6-PREMIUM \$9,000.00 LESS 22.5% CEDING C	excess OMMISSION MINIMUN	ABOVE. NON-CONCURRENT	
\$500,000 PART OF THE LIMITS STITEM 5-BASIS OF ACCEPTANCE EXCESS OF LOSS ITEM 6-PREMIUM \$9,000.00 LESS 22.5% CEDING C	excess OMMISSION MINIMUN	ABOVE. NON-CONCURRENT	
\$500,000 PART OF THE LIMITS STITEM 5-BASIS OF ACCEPTANCE EXCESS OF LOSS ITEM 6-PREMIUM \$9,000.00 LESS 22.5% CEDING C ADJUSTABLE AT PRO RATA OF THE	excess OMMISSION MINIMUN	ABOVE. NON-CONCURRENT	

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

ENDORSEMENT

NO....1

FOR ATTACHMENT TO CERTIFICATE NO. 64693 BETWEEN A/C: COMBUSTION ENGINEERING, INC. R/I: INTERNATIONAL INSURANCE COMPANY # XS 4080 MARCH 16, 1977. CONSTITUTION REINSURANCE CORPORATION, EFFECTIVE DATE OF THIS ENDORSEMENT

FROM: 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

IN CONSIDERATION OF AN ADDITIONAL MINIMUM AND DEPOSIT PREMIUM OF \$1.500.00 LESS 22.5% COMMISSION IT IS UNDERSTOOD AND AGREED COVERAGE PROVIDED HEREUNDER IS EXTENDED TO INCLUDE THE GRAY TOOL COMPANY AND ITS' SUBSIDIARIES FOLLOWING THE TERMS OF INTERNATIONAL'S ENDORSEMENT # 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In Hithebe Hiteral, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS _____ 25th_

COMPANY, COPY

EXHIBIT G

CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET • NEW YORK, N.Y. 10038

CAUNG COMPANY AND ADDRESS

INTERNATIONAL INSURANCE COMPANY



Page 33 of 59

NAME OF INSURED COMBUSTION ENGINEERING	TNC	COMPANY POLIC	Y NUMBER	-	
STAMFORD CITY		CONNECTI	STATE CUT		06902
STAMPURD REINSURANCE POLICY PERIOD	COMPANY POLICY	1		RENEWAC CERTIF	ICATE NO.
01/01/78 01/01/79	01/01/78 TO 0				
REPLACES CERTIFICATE NO.		THE RESERVE THE PROPERTY OF TH			
ITEM 1 - TYPE OF INSURANCE	i, , , , , , , , , , , , , , , , , , ,				
EXCESS UMBRELLA LIA	BILITY				
ITEM 2 - POLICY LIMITS & APPLICATION			mann y gar ya di aray y h decahr i din a andecaha		
\$2,000,000 EACH OCCU PART OF \$5,000,000 TO OF UNDERLYING INSUR	EXCESS OF \$22,0	THE AGGREG 00,000 WHI	ATE WHER CH IN TU	E APPLICA RN IS EXC	BLE ESS
ITEM 3 - COMPANY RETENTION		The second secon	<u></u>		,
\$1,500,000 SUBJECT	TO FACULTATIVE	REINSURANC	E	M	AY 3 0 1978
ITEM 4 · REINSURANCE ACCEPTED					
\$500,000 EACH OCCUR PART OF \$2,000,000 WHICH IN TURN IS EX	PART OF \$5.000.	OOO WHICH	12 CV/CC2	APPLICABI S OF \$22,	E 000,000
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	X contributing e	XCESS		NON-CONCURRE	NT
ITEM 6 - PREMIUM	-, +				
\$9,687.50 NET	•				
•				•	
ITEM 7 - CANCELLATION NOTICE	4 4	•			
45 DAYS					

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

COMPANY COPY

EXHIBIT H

ING COMPANY AND ADDRESS				CERTIFICATE NUMBER
Acceptance of the second	netten.	gen made investor		2/6
NTERNATIONAL SURPLU:	5 LINES INSURAN	ICE COMPANY		10
NAME OF INSURED		7 7011041140011041	(· ·/ : · · ·	kariye a daya kari
	TO TATO	522-000415-	1 1 .	
COMBUSTION ENGINEERIN	ACTIAC.	522-000413-	STATE	ZIP
TAMFORD REINSURANCE POLICY PERIOD	<u> </u>	CONNECTION	CUT	06902
	COMPANY POLICY	PERIOD .	. RENE	WAL CERTIFICATE NO.
01/01/79 01/01/80	01/01/79 TO	01/01/80		*
PLACES CERTIFICATE NO.	65813			•
EM 1 - TYPE OF INSURANCE	· · · · · · · · · · · · · · · · · · ·			•
EXCESS UMBRELLA	LIABILITY EXCI	JUDING PROFI	ESSIONAL L	IABILITY
EM 2 - POLICY LIMITS & APPLICATION			4	
PART OF \$5,000,000 : PRIMARY	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		and the second s
M 3 - COMPANY RETENTION		althogorational relations of the second of t		
47 500 000				
\$1,500,000				
M 4 - REINSURANCE ACCEPTED	4 - Marie Commission C		······································	
\$500,000 EACH OCCU	RRENCE AND IN	THE AGGREC	ATE WHER	E APPLICABLE
PART OF \$2,000,000	PART OF \$5,000	,000 WHICH IS	IN EXCESS	OF \$22,000,000
WHICH IN TURN IS EX	CESS OF PRIMA	RY		
				
			NON-C	DNCURRENT
	CONTRIBUTING E	:XCESS /	L	
M 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	X CONTRIBUTING E	EXCESS		
EM 5 - BASIS OF ACCEPTANCE	X CONTRIBUTING E	:XCESS /	***************************************	
M 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	ОПЕТИТЕ В В В В В В В В В В В В В В В В В В В	:XCESS /		
M 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS		-XCESS		
M 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS M 6 - PREMIUM		-xcess /		
EM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS EM 6 - PREMIUM		-XCESS /		
EM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS EM 6 - PREMIUM \$12,500.00 LESS 22.5		-xcess /		
EM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS EM 6 - PREMIUM \$12,500.00 LESS 22.5				
EM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS EM 6 - PREMIUM \$12,500.00 LESS 22.5		-XCESS /		

AUTHORIZED SIGNATURE
VICE PRESIDENT

WEHTIH CATE OF REINSULT VICE COMMON WILL CAN UND CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038 .

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS PLACE STATE AND THE TAIL THE TAIL

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the coding company named in the Declarations (herein called the Company) in respect of the Company's policy(les) as follows:

A. The Company warrants to retain for its own account, subject to treaty reinsurunce if applicable, the amount of Hability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Declarations, unless otherwise beganed to the hernsurer. The happing of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when allowing specifically provided herein or assignated as not concern to the declarations. The Remarkov is The second secon the control of the control of the control page of the Control of t

il. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, regotation, defense or fundling of any claims or suits or in any dealing, with he policyholders is profibally excheled under this Certificate orders the Reinsurer shall have der mode a war of , at the time conservation the letting giving rise to orth dier oges.

the totals of Release when he statement commention topic topics of a

where V are the decay are, order three the Consequence C , we this execution to Consequence V in section C , the section of the consequence V is section. the special areas that the tillicate on the end income

The second secon orange of they cleare in occasion are strong the Computer for treated a less

And the second of the second o

to see and candidates of the content policy lies and within the reims and ... padriums of this Conflicate of Reinstrance, shall be briding on the Reinstra.

Those comments is destrible statement of loss, the Heinstran shall promptly pay its proportion of such loss as set forth in the Declarations in addition thereto, the Reinsurer shall pay its proportion of expenses (other than office in the investigation and its proportion of court costs and interest on any in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment, if there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of leasiness accepted so a consideration gross basis and their only in the percentage stated in Item 4. of the Declarations in the first layer of psenupation,

Definitions

As used in this Cartificate the following terms shall have the meaning set opposite each.

EXCESS OF COSS. The limit(s) of hability of the Heinsurer, as stated in Hum 4 of the Duclarations (Reinstrance Accepted) applicately only to that partian of loss settlements) in excess of the applicable retention of the Company as stated in Hem 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally totall (oss settlements in the percentage(s) set forth in Henr4 of the Declarations.

NON-CONCURRENT. The reinforming provided does not apply to any bords bereight of the overfrommer of anyone the Company's policy other NON-CONCOUNTERN (19) the measurement provinces used into apply in any form to be resulted. One for the designation of the major that Company's policy artises that a lower series to day set to the measurement of the designation and internation of the formation small an determinant as though the Company's policy applied only in the designation risks of loss or through the company's policy applied only in the designation risks of loss or through specifically described in the Dechiagnam,

DEFINITIVE STATEMENT OF 1 THE Shall read of their parts or positions of the Company's monthly and the which in the Judgement of the Reinstrer are whelly sufficient for the Reinstrer te establish adoquate loss reserves and determine the proponsities of any loss reported hereunder.

- G. The Reinsurer will be paid or credited by the Company with its pro-cortion of salvage, that is, reinsbury ment obtained or recovery made by the Company, less at each paid by the Company in misting such receivery. If the minancian afforded by this Company in misting such receivery. If whose world be applied in the itakers of the in which liability attaches.
- The Congrany will be liable for all taxes on premiurus excled to the Release a under this Certificate of Becamance
- In the creat of the broken of the Company, the remeatenes properly so to obtain a statile cay to be the Astronom on the trais of the Listy of the Company of the trais of the Listy of the Company of its receiver, liquidator, a statutory concern. The Astronom chall be given written notice of the order of control of the colorest of the of the second of Company as that of the expense of Reudation to the extent of a propor-agent stage of the benefit, which is ay accrue to the Company splety by the result of the defense undertaken by the fleinsurer,
- The Peinsurer may offset any balance(s), whether on account of promiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the names of they shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of meiling shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Mitness Mherent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary to New York, New York but the saint shall not be hinding upon the Itensurar online agentioning by an authorized representative of the Reinsurer.

11

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers dormed for the churpose of scovering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

Limited Exclusion Provision.*

- I. It is agreed that the policy does not apply under any liability coverage,
 - to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy hability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (hability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being poncies which either
 - (a) become effective on or after 1st May, 1960, or
 - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision).

Broad Exclusion Provision."

It is agreed that the policy does not apply:

- 1. Under any Liability Coverage, to bodily injury, sickness, disease, death or destruction bodily injury or property damage
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy hability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating in flust aid,

to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

subscriber in, env association of mainers or religible immersation of nuclear materials, its own as a container of the containers of the c

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of bodily injury or property damage services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

 property damage to such nuclear facility and any property thereat.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor.

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear muterial if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grains of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

With respect to injury to or destruction of property, the word "injury" or "destruction" 'property damage" includes all forms of radioactive contamination of property.

includes all forms of radioactive contamination of property.

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to
 - (i) Garage and Automobile Policies issued by the Company on New York risks, or
 - (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

^{*}NOTE. The words printed in italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

ENDORSEMENT

NO

FOR ATTACHMENT TO CERTIFICATE NO. 66488 BETWEEN A/C: COMBUSTION ENGINEERING INC.

R/1: INTERNATIONAL INSURANCE COMPANY #522-000415-8 and

CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT JANUARY 1, 1979

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR VALUE RECEIVED, THE FOLLOWING ITEMS SHALL BE AMENDED TO READ AS FOLLOWS:

CEDING COMPANY AND ADDRESS

INTERNATIONAL INSURANCE COMPANY

ITEM 3 - COMPANY RETENTION

\$1,500,000 SUBJECT TO FACULTATIVE REINSURANCE

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In Witness Wilters T. The Constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at New York, New York, but the same shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

Secretary

DAY OF FEBRUARY

. , 19....7.9...

CONSTITUTION REINSURANCE CORPORATION

COMPANY, COPY

EXHIBIT I

CONSTITUTION REINSURANCE CORPORATION
110 WILLIAM STREET • NEW YORK, N.Y. 10038
CEDING COMPANY AND ADDRESS

INTERNATIONAL INSURANCE COMPANY



		COMPANY POLICY NUMBER		~~~~~~ ~~~
NAME OF INSURE			•	
COMBUSTION ENGINEERIN	G, INC., EIAL	522-000435-6 STATE	T	ZIP
OTINEARA		CONNECTICUT	/	06902
STAMFORD REINSURANCE POLICY PERIOD	COMPANY POLICY	Y PERIOD /	RENEWAL CERTIFIC	CATE NO.
01/01/80 01/01/81	1 01/01/80 TO	01/01/81 /		
EPLACES CERTIFICATE NO.				
	66488			
TEM 1 - TYPE OF INSURANCE			* 1 m * 1 * * * * * * * * * * * * * * *	
. EXCESS UMBRELLA LI	ABILITY EXCLUDI	NG PROFESSIONAL L	.IABILITY /	
TEM 2 - POLICY LIMITS & APPLICATIO	N			
· · · · · · · · · · · · · · · · · · ·				
\$2.000.000 EACH OC	CURRENCE AND IN	THE AGGREGATE WE	IERE APPLICAT	BLE
\$2,000,000 EACH 00 PART OF \$5,000,000	EXCESS OF \$22,	000,000 WHICH IN	TURN IS EXC	ESS
OF PRIMARY	. :			
		•		
TEM 3 - COMPANY RETENTION	•			
			, ·	
\$1,500,000 -	1-00	21	•	😮 🗂
\$1,500,000	fel lade	es# 1	0.0.1000	V És
2		es#1. JAN	3.0 1390	W I
TEM 4 - REINSURANCE ACCEPTED				
\$500,000 EACH OCC	IRRENCE AND IN T	HE AGGREGATE WHE	RE APPLICABL	E
PART OF \$2,000,000	7 PART OF \$5.000	.000 WHICH IS IN	EXCESS OF	
\$22,000,000 WHICH	IN TURN IS EXCE	SS OF PRIMARY		
7 2 0 , 0 0 0 , 0 0 0 mm s mm	•			•
TEM 5 - BASIS OF ACCEPTANCE				
EXCESS OF LOSS	CONTRIBUTING	EXCESS	NON-CONCURREN	Т
TEM 6 - PREMIUM		•		
	•			
\$10.000.00 LESS 2	o re committeetam			
\$10,000.00 LESS 2	Z.36 CUMMISSIUN			
TEM 7 - CANCELLATION NOTICE				
75 DAYS				
75 VAYS				
			<u> </u>	
		Λ	^	

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

FM 16 0.93 (1-77)

COMPANY COPY

CERTIFICATE OF REINSURANCE CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET

NEW YORK, NEW YORK 10038.

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part

hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy (les) as follows:

A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's lattificate period shall be as specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection berewith.

E. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to both damages.

C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.

D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawfult. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.

E. All loss settlements inade by the Company, provided they are within the terms and conditions of the original policy(les) and within the terms and conditions of this Certificate of Reinsurence, shall be binding on the Reinsurence Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company

thereto, the Reinsurer shell pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgmant or exerci, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a control ting excess basis and then only in the percentage stated in Item-4 of the Declarations in the first layer of participation.

F. Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurents Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all-loss settlements in the percentage(s) set forth in Item A of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of these parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propentities of any loss reported betweener.

- *G. The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expanses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- H. The Company will be liable for all taxes on premiums cosed to the Reinsurer under this Certificate of Reinsurence.
- Reinsurer under this Cartificate of Reinsurance.

 I. In the event of the insolvency of the Company, the reinsurance provided by this Cartificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policyles) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policyles) reinsured hereunder within a reasonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall be repeated to the processor in the successor. The Reinsurer shall be charged to the processor in the successor in the company or its receiver, liquidator, or statutory successor. The expense that incurred by the Reinsurer shall be charged the subject to count son over, egainst the incident Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may account to the Company sole y as the result of the defense undertaken by the Reinsurer.
- J. The Reinsurer may ciffet any balancess), whether on account of premiums, commissions, claims, losses, adjustment expanse, savety or any other amount(s) due from one party to the other under this Centificate of Reinsurance or under any other agreement harestofers of hereafter entered into between the Company and the Reinsurer, whether acting as accuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten 1101 days for non-payment of premium with prior written notice, one to the other, stating when therefore the rejustrance afforded hereby shall remainate. Proof of mailing shall be deemed proof of notice and calculation of the samed premium shall follow the Company's calculation in the use of short rate or are rate tables.
- L. The terms of this Contificate of Reinsurance shall not be waived or changed except by andorsement issued to form a part heraof, executed by a duly authorized representative of the Reinsuran.

It Plines Thereof, constitution reinsurance corporation has caused this Cardificate of Reindiffence to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Fresiden

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE. The state of the s

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

Limited Exclusion Provision.*

I. It is agreed that the policy does not apply under any liability coverage, to sodily injury or property damage with respect to which an insured under the policy is also

an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insuran € Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Cazada, ot would be an insured under any such policy but for its termination upon exhaustion of its limit of Eability.

- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either

(a) become effective on or after 1st May, 1960, or

- (b) become effective before that date and contain the Limited Exclusion Provision set out above: provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile. Policies, or policies or combination policies of a similar nature, issued by the Resssured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3). the following provision (specified as the Broad Exclusion Provision):

Broad Exclusion Provision.*

It is agreed that the policy does not apply:

- L. Under any Liability Coverage, to bodily injury or property damage
- - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to {immediate medical or surgical relief, to expenses incurred with respect
 - to bodily injury, sickness, disease or death resulting from the hazzrdous properties of nuclear material bodily injury

and arising out of the operation of a nuclear facility by any person or organization.

- HI. Under any Liability Coverage, to { injury, sickness, disease, death or destruction resulting from the bodily injury or property damage hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of bodily injury or property damage services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only injured to an description of property at such nuclear facility.

to injury to or destruction of property at such nuclear facility.

Property damage to such nuclear facility and any property thereat.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

material:

With respect to injury to or destruction of property, the word "injury" or "destruction" property damage" includes all forms of radioactive contamination of property.

includes all forms of radioactive contamination of property.

- V. The incention dates and thereafter of all original policies affording coverages specified in this paragraph

 (3), whether new, renewal or replacement, being policies which become effective on or after 1st May., 1960, provided this paragraph (3) shall not be applicable to
 - (i) Garage and Automobile Policies issued by the Company on New York risks, or
 - (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

^{*}NOTE. The words printed in italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original diability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

-	AND THE PROPERTY OF THE PROPER	ENDORSEMENT	NO	• • •
. • •		• ,	w	

	FOR ATTACHMENT TO CERTIFICATE NO. 1-67		<u>BUSTION ENGINEERING,</u>	INC.
•	ETAL R/I: INTERNATIONAL I	NSURANCE COMPANY #		and
	CONSTITUTION REINSURANCE CORPORATION	. EFFECTIVE DATE OF THIS ENDORSI	MENT JANUARY 1, 198	0
				•
	FROM 12:01 O'CLOCK A.M. STANDARD TIME	OF THE ABOVE EFFECTIVE DATE IT	IS UNDERSTOOD AND AGREED	TAHT C
	THE CERTIFICATE OF WHICH THIS ENDORSEME	NT FORMS A PART IS HEREBY AMEN	IDED IN THE FOLLOWING PARTIC	ULARS.
	IT IS UNDERSTOOD AND AGREED THAT:			
	17 10 01 10 010 10 00 7 11 10 7 10 11 11	•		
	☐ ITEM 1 - TYPE OF INSURANCE	•	☐ AUDIT	
	TEM 2 - POLICY LIMITS AND APPLICATIO	Н	INCEPTION DATE	
	ITEM 3 - COMPANY RETENTION	•	EXPIRATION DATE	
	ITEM 4 - REINSURANCE ACCEPTED		MAME OF INSURED ENDORSEMENT NUMBER	
	☐ ITEM 5 - BASIS OF ACCEPTANCE	•	CANCELLED	
	ITEM 7 - CANCELLATION NOTICE			
	LI HERY - CARCELLATION NOTICE		•	
X	SHALL BE AMENDED TO READ AS FOLLOWS:		•	
		w.*		
		•		
	\$1,500,000 SUBJECT TO FACULT	ATIVE REINSURANCE	<i>₹</i> * ~	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	· · · · · · · · · · · · · · · · · · ·			
				•
				•
				. •
				•
				•
	ADDITIONAL DESIRINA	PETIIPN PREMIIIM	CEDING COMMISS	510N]
	ADDITIONAL PREMIUM	return premium	CEDING COMMISS	SION
·	ADDITIONAL PREMIUM	return premium	CEDING COMMISS	SION
	ADDITIONAL PREMIUM	return premium	CEDING COMMISS	SION
	ADDITIONAL PREMIUM	return premium	CEDING COMMISS	210N
	ADDITIONAL PREMIUM ALL OTHER TERMS AND CONDITIONS REMAIN R		CEDING COMMISS	510N
			CEDING COMMISS	SION
	ALL OTHER TERMS AND CONDITIONS REMAIN O	JNALTERED. ON REINSUR ANCE CORPORATION	HAS CAUSED THIS ENDORSEME	NTTO
	ALL OTHER TERMS AND CONDITIONS REMAIN U In 強行thres 強作trpf, the Constitution BE SIGNED BY ITS PRESIDENT AND SECRETAR	JNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, BU	HAS CAUSED THIS ENDORSEME TTHE SAME SHALL NOT BE BIN	NTTO
	ALL OTHER TERMS AND CONDITIONS REMAIN O	JNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, BU	HAS CAUSED THIS ENDORSEME TTHE SAME SHALL NOT BE BIN	NTTO
	ALL OTHER TERMS AND CONDITIONS REMAIN U In 強行thres 強作trpf, the Constitution BE SIGNED BY ITS PRESIDENT AND SECRETAR	JNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, BU	HAS CAUSED THIS ENDORSEME TTHE SAME SHALL NOT BE BIN	NTTO
	ALL OTHER TERMS AND CONDITIONS REMAIN U In 強行thres 強作trpf, the Constitution BE SIGNED BY ITS PRESIDENT AND SECRETAR	JNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, BU	HAS CAUSED THIS ENDORSEME TTHE SAME SHALL NOT BE BIN	NTTO
	ALL OTHER TERMS AND CONDITIONS REMAIN U In 強行thres 強作trpf, the Constitution BE SIGNED BY ITS PRESIDENT AND SECRETAR	JNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, BU	HAS CAUSED THIS ENDORSEME TTHE SAME SHALL NOT BE BIN	NTTO
	ALL OTHER TERMS AND CONDITIONS REMAIN U In 強行thres 強作trpf, the Constitution BE SIGNED BY ITS PRESIDENT AND SECRETAR	JNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, BU	HAS CAUSED THIS ENDORSEME TTHE SAME SHALL NOT BE BIN	NTTO
	ALL OTHER TERMS AND CONDITIONS REMAIN UDIN THE TERMS AND CONDITIONS REMAIN UDIN THE CONSTITUTION THE CONSTITUTION THE REINSURER UNLESS COUNTERSIGNED AND Secretary	JNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, BU D BY ANOTHER OFFICER OF THE R	HAS CAUSED THIS ENDORSEMENT THE SAME SHALL NOT BE BINGENSURER. Audduces President	NT TO DING
	ALL OTHER TERMS AND CONDITIONS REMAIN U In 強行thres 強作trpf, the Constitution BE SIGNED BY ITS PRESIDENT AND SECRETAR	UNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, NEW YORK, BU D BY ANOTHER OFFICER OF THE R	HAS CAUSED THIS ENDORSEMENT THE SAME SHALL NOT BE BINDENSURER. Adad Aurusia President OF JANUARY 19	NT TO DING
	ALL OTHER TERMS AND CONDITIONS REMAIN UDIN THE TERMS AND CONDITIONS REMAIN UDIN THE CONSTITUTION THE CONSTITUTION THE REINSURER UNLESS COUNTERSIGNED AND Secretary	UNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, NEW YORK, BU D BY ANOTHER OFFICER OF THE R	HAS CAUSED THIS ENDORSEMENT THE SAME SHALL NOT BE BINGENSURER. Audduces President	NT TO DING
	ALL OTHER TERMS AND CONDITIONS REMAIN UDIN THE TERMS AND CONDITIONS REMAIN UDIN THE CONSTITUTION THE CONSTITUTION THE REINSURER UNLESS COUNTERSIGNED AND Secretary	UNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, NEW YORK, BU D BY ANOTHER OFFICER OF THE R	HAS CAUSED THIS ENDORSEMENT THE SAME SHALL NOT BE BINDENSURER. Adad Aurusia President OF JANUARY 19	NT TO DING
	ALL OTHER TERMS AND CONDITIONS REMAIN UDIN THE TERMS AND CONDITIONS REMAIN UDIN THE CONSTITUTION THE CONSTITUTION THE REINSURER UNLESS COUNTERSIGNED AND Secretary	UNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, NEW YORK, BU D BY ANOTHER OFFICER OF THE R	HAS CAUSED THIS ENDORSEMENT THE SAME SHALL NOT BE BINDENSURER. Adad Aurusia President OF JANUARY 19	NT TO DING
	ALL OTHER TERMS AND CONDITIONS REMAIN UDIN THE TERMS AND CONDITIONS REMAIN UDIN THE CONSTITUTION THE CONSTITUTION THE REINSURER UNLESS COUNTERSIGNED AND Secretary	UNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, NEW YORK, BU D BY ANOTHER OFFICER OF THE R	HAS CAUSED THIS ENDORSEMENT THE SAME SHALL NOT BE BINDENSURER. Adad Aurusia President OF JANUARY 19	NT TO DING
	ALL OTHER TERMS AND CONDITIONS REMAIN UDIN THE TERMS AND CONDITIONS REMAIN UDIN THE CONSTITUTION THE CONSTITUTION THE REINSURER UNLESS COUNTERSIGNED AND Secretary	UNALTERED. ON REINSURANCE CORPORATION Y AT NEW YORK, NEW YORK, BU D BY ANOTHER OFFICER OF THE R	HAS CAUSED THIS ENDORSEMENT THE SAME SHALL NOT BE BINDENSURER. Adad Aurusia President OF JANUARY 19	NT TO DING

COMPANY COPY

EXHIBIT J

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

. CEDING COMPANY AND ADDRESS

INTERNATIONAL INSURANCE COMPANY



69185 CERTIFICATE NUMBER

APR - 9 1981

NAME OF INSURED		COMPANY POLICY NUMBER	
COMBUSTION ENGINEERING. II	NC. ETAL 5	522-003-002-4 STATE	
STAMFORD REINSUBANCE POLICY PERIOD		CONNECTICUT	06902
01/01/81 01/01/82			V-1-1-1
REPLACES CERTIFICATE NO.		111/02	
ITEM 1 - TYPE OF INSURANCE		Date and the parameter and are are are are also and are are are a second and are a second a	
EXCESS UMBRELLA LIAB	ILITY		
ITEM 2 - POLICY LIMITS & APPLICATION	* * * *		7
\$2,000,000 EACH OCCUI PART OF \$5,000,000 EX OF PRIMARY			
ITEM 3 - COMPANY RETENTION	* * * * * * * * * * * * * * * * * * * *	·	
\$1,500,000 SUBJECT TO	O FACULTATIVE RE	INSURANCE	
ITEM 4 - REINSURANCE ACCEPTED			
\$500,000 EACH OCCURRE PART OF \$2,000,000 PART OF SEXCENTIAL TO THE SEXCENTIAL THE SEXCENTIAL TO THE SEXCENTIAL THE SEXCENTIAL TO THE SEXCENTIAL THE SEXCENTIAL TO THE SEXCENTIAL TO THE SEXCENTIAL TO THE SEXCENTI	ART OF \$5,000,00	AGGREGATE WHERE 0 WHICH IS EXCES	APPLICABLE SS OF \$22,000,000
ITEM 5 - BASIS OF ACCEPTANCE			
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	CONTRIBUTING EXCES	is	NON-CONCURRENT
	CONTRIBUTING EXCES	zs	NON-CONCURRENT
EXCESS OF LOSS	CONTRIBUTING EXCES	ss []	NON-CONCURRENT
ITEM 6-PREMIUM \$6,587.50 NET	CONTRIBUTING EXCES	ss []	NON-CONCURRENT
EXCESS OF LOSS ITEM 6 - PREMIUM	CONTRIBUTING EXCES	ss []	NON-CONCURRENT

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SIGNATURE
SENIOR VICE PRESIDENT AUTHORIZED SIGNATURE

FM 180.03 (1-77)

MORE WEEKSTAAN

CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET 'NEW YORK, NEW YORK 10038
herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part liered, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies) as follows:

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurar. The liability of the Reinsurar, as specified in Item 4 of the Declarations, shall follow that of the Company's policy except when otherwise specifically provided herain or designated as non-concurrent reinsurance in the Declarations, The Reinsurar's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurar with a copy of its policy and all enduraements thereto and as a condition precedent agrees to notify the Reinsurar promptly of all changes which in any manner affect this Certificate of Heinsurance. The Company shall make evallable for inspection, and place at the disposal of the Reinsurar at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.
- B. Liability of the Reinsurer for any dameges assessed against the Company urising out of list conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Cortificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurange
- 2. As a condition precident, the Company shall crampiny provide the Reinsard with a definition and many of law en any claim in occurrence ported to the Company and langer early the Certificans which inequive their, serious injury so lawsait. The Company full also notify the Reinsard remptly of any chief or occurrence where the Company has created a less saide eagle to lifty (80) percent of the Company's constitution specified in viol 3 of the Checkerations. While the Reinsard does not undertake to record year of the Company's constitution to record part of defend deline or suits, it shall be retricted to the right and shall be from the approximately with the foll company of the Company, it associates that he is in their expense and it poins of the Company and all opinions of the content of the Company and all opinions of the district of the content of the Company and all opinions of the district of the content of the Company and all opinions.

All loss in titler care made by the Company, proceded they are with the arms and conditions of the original policy(les) and within the terms and conditions of this Contificate of Reinsurence, shall be binding on the Reinsuren. Upon receipt of a definitive statement of tips, the Reinsuren shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsuren shall pay its proportion of expenses (other than office expenses and payments to any salaried employed incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsuren's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsuren shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the nercentage stated in Item 4 of the Oectarations in the first tayer of participation.

F. Definitions

As used in this Certificate the following terms shall have the meaning out opposite each,

EXCESS OF LOSS. The limits) of liability of the Reinsung, as stated in Item 4 of the Disdarations (Reinsurance Accepted) appliesty) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally, to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retuntion of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss resurves and determine the propunsities of any loss reported hereundor.

- G. The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimburscrient obtained or recovery made by the Company, less all expenses paid by the Company in making such incovery. If the reinstraince afforded by this Conditions is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- H. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- In the event of the insolvency of the Company, the reinsurance provided by his Certificate shall be payable by the Reinsuran on the basis of the flobility of the Company under the policytical reinsured, without dimensional because of such insolvency, directly in the Company or its receiver, liquidator, or statutory someoson. The Reinsurer shall be give written notice of the sendancy of each claim against the Company on the policytical reinsurer therefore within a reasonable time ofter such claim is filled in the insolvency proceedings. The Hainsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be expense, the first of the Company or its receiver the increase of its receiver the increase of the subject of court approach, against the mackets. Company as part of the expense of liquidation to the extense of a proportional scale of the benefit which may secree to the Company solely as the result of the defense undertaken by the Feinsurer.
- J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Hainsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro-rate tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by undorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitters Wherenf, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary

Presiden

EXHIBIT K

CONSTITUTION REMSURANCE CORPORATION

CEDING COMPANY AND ADDRESS



*

INTERNATIONAL INSURANCE CONDANY ON THE SENENT AND CONDITIONS

COMBUSTION ENGINEERIN	IG, INC. ET AL 522-03	1879-9	With disa to Motterson stands
CITY .			. 06902
STAMFORD REINSURANCE POLICY PERIOD	CONNECTOR PERIOD	HENEWAL CERTIF	
01/01/82 01/01/83	01/01/82 TO 01/01/83	1.	
PLACES CERTIFICATE NO.	69185		
EM 1 TYPE OF INSURANCE EXCESS UMBRELLA L AND OMISSIONS EM 2 POLICY LIMITS & APPLICATION	IABILITY INCLUDING ARCHIT	ECTS' AND ENGINEERS	S' ERRORS
\$12,500,000 EACH (PART OF \$25,000,00) EXCESS OF PRIMARY	OCCURRENCE AND IN THE AGG TO IN EXCESS OF \$22,000,0	REGATE WHERE APPLIC OO WHICH IN TURN IS	CABLE S IN
EM 3 - COMPANY RETENTION			
\$12,000,000 SUBJE	CT TO FACULTATIVE REINSUR.	ANCE	
		**	
\$500,000 EACH OCCUPANT OF \$12,500,00 \$22,000,000 WHICH EM 5-BASIS OF ACCEPTANCE EXCESS OF LOSS	IRRENCE AND IN THE AGGREGATION PART OF \$25,000,000 WHITE THE THE THE TRANSPORT OF T	ICH IS IN EXCESS OF	
EXCESS OF COSS	U CONTRIBUTING SYCERS		NT.
	CONTRIBUTING EXCESS	,	NT
EM 6 - PREMIUM	CONTRIBUTING EXCESS	,	NT
\$4,650.00 NET	CONTRIBUTING EXCESS	,	NT
\$4,650.00 NET	CONTRIBUTING EXCESS		NT .
\$4,650.00 NET	Z CONTRIBUTING EXCESS		NT
\$4,650.00 NET	CONTRIBUTING EXCESS		NT
TEM 7 - CANCELLATION NOTICE 75 DAYS	CORPORATION BY	AUTHORIZEO SIGNATURE SENIOR VICE PRESID	

FM 16.0.93 (1-77)

COMPANY COOV

ERTIFICATE OF REINE JANCE 19669

CONSTITUTION REINSURANCE CURPORA MONTER MAILLANDIE

110 WILLIAM STREET NEW YORK, NEW YORK 10038

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the cading company gamed in the Declarations (herein called the Company) in respect of the Company's policylies).

The Company warrants to retain for its own account subject to treaty. Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when atherwise specifically provided breein or designated as non-concurrent reinsurance in the Declarations. The Heinsurer's Confilman period shall be as specified in the Declarations at 12:01 AM settle. and a the Reinsurer with a copy of its policy and all endorsements thereto and as equalition procedent agrees to notify the Heinstein promptly at all changes which in any manner affect this Confidence of Reinstrance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reseponable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.

ישמיודית אדי או ואואבח

Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages,

In no event shall anyone other time the Company or, in the event of the Company's insolvency, the receiver, tiquidator or stolutory successor, have any rights under this Certificate of Reinsurunce.

As a condition precedent, the Company shall promptly provide the Transaction with a definitive statement of loss on any claim or consumer spaces of the Company and brought under this Conflicate which involves that it is not us injury or lessuit. The Company shall also notify the Reinsper with as injury or lessuit. The Compuny shall also notify the Reinsurer groupily of any claim or occurrence where the Company has created a loss eserve equal to fifty [50] percent of the Company's retention specified in the 2 of the Gerhandson, White the Heissamh theory, it makes and to transthe intermediate permitted and the meaning of the formation of the experience of the control of a defects, and control of any claim, sun or proceeding involving this Certificate of Relasgrance.

All for settlements made by the Company, provided they are within the terms and conditions of the original policyllast and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations, in addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsprer's loss payment bears to the Company's gross loss payment. If there is no toss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in I tem 4 of the Declarations in the first layer of participation.

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS—The Company's policy applies in excess of other valid insurence, reinsurance or a self-insured retention and the limit of liability of the Reinsurer applies proportionally to all-loss settlements in the percentage(s) set forth in I tem 4 of the Declarations.

NON-CONCURRENT. The runsurance provided does not apply to any houseds or risks of less or damage covered under the Company's policy office than there were the control of the Declarations. The expected of the Company and hability of the Reimurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or clamage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS. Shall consist of those parts or portions of the Company's investigative etaim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

G. . . The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, loss all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excuss of loss basis, solvage shall be applied in the inverse order in which liability attaches.

The Company will be liable for all taxes on premiums coded to the Reinspror under this Certificate of Reinsprance.

In the event of the insolvency of the Company, the reinsurance provided by this Curtificate shall be payable by the Remainer on the basis of the liability of the Company under the policytics) reinsured, without dimension because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the bendancy of each plain against the Company on the policytics) reinsured between the chain against the Company on the policytics) reinsured between the state of the chain against the chain is filled in the insolvency proceedings the Reinsurga shall true, the right to insurigate make such claim. convertings for Remarks shall true. Its injuly to instrigore much such claim is to be sent interpreted at its own expense, in the proceeding where such claim is to be a discount any determined the company or its remover, injudator, or statutory successed. The expense thus incurred by the Reinstein shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurur.

J. The Reinsgrar may offset any balance(s), whether on account of promiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsuran, whether acting as assuming reinsurer or as ceding Company.

Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ton [10] days for non-payment of promium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.

The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Rainsurer,

In Hitness Thereof, constitution reinsurance corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Hard Armaes President

INTERMEDIARY CLAUSE

CERTIFICA	ATE NO.	69967	COMBUSTION	ENGINEERING,	INC.,	ET	ΑL
RECOGNIZ	ZED AS THE	INTERMEDIAR	r THROUGH WI	IS HEI HOM ALL FUNDS E ARE TO BE TR	DUE		

PAYMENTS BY THE COMPANY TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO CONSTITUTION REINSURANCE CORPORATION AND PAYMENTS BY CONSTITUTION REINSURANCE CORPORATION TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO THE COMPANY ONLY TO THE EXTENT SUCH PAYMENTS ARE ACTUALLY RECEIVED BY THE COMPANY.

Authorized Representativ

EXHIBIT L

CONSTITUTION REVENUE URANCE CORPORATION
110 WILLIAM STREET NEW YORK, NY. 10038 444417840
COMPANY AND ADDRESS

"DING COMPANY AND ADDRESS



INTERNATIONAL INSURANCE COMPANY CONTROL SHIP CONTROL OF THE CONTRO

NAME OF INSURED		COMPANY POLI	CY NUMBER		
COMBUSTION ENGINEERING, INC.		527 03	AA93 · A		
CITY STORY	•		STATE	•	ZIP
STAMFORD REINSURANCE POLICY PERIOD	COMPANY POLIC	CONNEC	TICUT	DENOVAL OFFICE	06902
a harde great and a second of the property		: . · · · · · · · · · · · · · · · · · ·	1	RENEWAL CERTIFI	
	11/83 TO	01/01/84	6996	7	niero za en
EPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE	<u> </u>		<u> </u>		
THE PROPERTY OF THE PARTY OF TH					
EXCESS UMBRELLA INCLUDING	ARCHITE	CTS AND EN	gineers e	RRORS AND	OMISSIONS
ITEM 2 - POLICY LIMITS & APPLICATION	S 240,30 %		er grand datt in		11.1
STATEMENT OF LOS ONLY FORM OF THE DEED	n अपूर्णामानु करा	The desperation of	were what for the	own the period of	iva vičeli i kara i sludi. Rimboriji i islam verka:
The state of the s	* ***			· Nachara	
\$12,500,000 EACH OCCURRENT OF \$25,000,000 IN EX	CE AND I	N THE AGGR	EGATE WHE	RE APPLIC	ABLE
EXCESS OF UNDERLYING INSU	CESS OF	\$42,000,000	n MHTCH T	A LONN TR	
manusculus and criticalities and a whole of	ALTER CAL		• • •	•	•
TEM 3 - COMPANY RETENTION	·	144 444	* 10 Ch. 4000		
			•		
\$12,000,000 SUBJECT TO FA	CULTATIV	E REINSURAL	NCE		•
					,
TEM 4 - REINSURANCE ACCEPTED				-	
					•
\$500,000 EACH OCCURRENCE	AND IN T	HE AGGREGAT	E WHERE 2	PPLICABL	E
PART OF \$12,500,000 PART \$22,000,000 WHICH IN TURN	UF 325,U	00'000 MHTC	TH IS IN I	ACESS. OF	ngangg kit
Anna hand hand Anna Anna hand		ACESS OF OF	AND AND THAT	THOUNTIL	.E.i
TEM 5 - BASIS OF ACCEPTANCE					
and the second s	ONTRIBUTING E	Veces of		ON-CONCURRENT	
	air imposition o	- A STATE OF THE PARTY OF THE P	المتحادي والمحادي	3,1-00110011111111	. And the second of the second
	The same of the	30	Commence of the second	in an earlie (i	and the second s
in the figure of the control of the	m e se	, , ,			
**************************************	•				A Company
\$4,500.00 NET		• •		•	
					· · ·
TEM 7 - CANCELLATION NOTICE					
The second secon	March Color Color			KE MOTO STORY	
75 DAYS					
* * * * * * * * * * * * * * * * * * *					
		•.			• •
16.0.93 11.771					
			7		
CONSTITUTION REINSURANCE CORPORATION	ON	BY			
	NO.		AUTHORIZED		
CONSTITUTION REINSURANCE CORPORATION	NC		AUTHORIZED		r

rm 16.0.93 |1 77|

COMPANY COPY

20540

Manual St.

DEDING COMPANY VALUE APPRAISA

CONSTITUTION REPORTION STATES SOME CORPORATION

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

INTERNATIONAL INSURANCE COMPANYMENTS of believe interest

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the promium, and subject to the terms, conditions and limits of liability set forth harein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the company's policy(les) as follows:

The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless atherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer within copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurence. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.

Liability of the Rethaurer for any demages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.

In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.

As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defunse and control of any claim, suit or proceeding involving this Certificate of Reinsurance.

All loss settlements made by the Company, provided they are within the terms and conditions of the original policylies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer:
Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall-pay its proportion of expenses (other-than office expenses and payments to any salariad employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in from 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlements) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations. CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the fleinsurer applies proportionally to all loss settlements in the percent age(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability; of the Reinsurar shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Opcierations (2) 1763 1773 1774

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer, are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the properaties of any loss reported hereunder.

Or the Heinstrar will be part of created by the Company in making such recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Cartificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

H. The Company will be liable for all taxes on premiums coded to the Reinsurer under this Certificate of Reinsurance.

In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(las) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, because or such insolvency, directly to the company of its receiver, indirination, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or in receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share, of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

premiums, commissions, claims, losses, adjustment expense, salvage or any premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement iteratoriors (or beneather entered into, between the Company and the Reinsurer, whether acting as assuming reinsurer of as ceding Company.

K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Cartificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment o premium with prior written notice, one to the other, stating when thereafte. the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.

The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by; duly authorized representative of the Reinsurer.

In Hitness Therept, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its Presiden and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer

Said Ariais Presiden

INTERMEDIARY CLAUSE

CERTIFICATE N	0. 70643	COMBUSTION	ENGINEERING,	INC.
RECOGNIZED A	DIARIES, LTD I S THE INTERMEDIAR TO THE CERTIFICAT	Y THROUGH V	VHOM ALL FUNDS	3 DUE
MITTED.				

PAYMENTS BY THE COMPANY TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO CONSTITUTION REINSURANCE CORPORA-TION AND PAYMENTS BY CONSTITUTION REINSURANCE CORPORATION TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO THE COMPANY ONLY TO THE EXTENT SUCH PAYMENTS ARE ACTUALLY RECEIVED BY THE COMPANY.

EXHIBIT M

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS



INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

NAME OF INSURED	COMPANY POLICY NUN				
ROCKWELL INTERNATIONAL CORPORATION	N XSI 7165	7.477	ZIP		
PITTSBURGH REINSURANCE POLICY PERIOD COMPANY	PENNSYLV		15219		
	TO 10/01/81				
10/01/80 10/01/81 10/01/80 BEPLACES CERTIFICATE NO.					
60	6799				
ITEM 1. TYPE OF INSURANCE EXCESS UMBRELLA LIABILITY					
ITEM 2 - POLICY LIMITS & APPLICATION					
TEM 2 FOCIOT EMITTO & ALT EIGATION			1		
\$28,000,000 EACH OCCURRENCE APART OF \$40,000,000 EXCESS OF OF PRIMARY	ND IN THE AGGREGA \$60,000,000 WHICH	TE WHERE APPLI H IN TURN 1S E	CABLE XCESS		
ITEM 3 - COMPANY RETENTION	* · · · · · · · · · · · · · · · · · · ·				
\$26,000,000 SUBJECT TO FACULTA	ATIVE REINSURANCE				
ITEM 4 - REINSURANCE ACCEPTED	Separation and the second section of the second section of the second section of the second section se	A characteristic discussion in Emphasion recommendation State Articular accountrigues of the Control of the Con	and the second s		
\$2,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$28,000,000 PART OF \$40,000,000 WHICH IS EXCESS OF \$60,000,000 WHICH IN TURN IS EXCESS OF PRIMARY					
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS X CONTRIBE	UTING EXCESS	NON-CONCURRE	VT		
ITEM 6 - PREMIUM					
\$3,100.00 NET	GUY CARPENTER & MIDWEST DEP REINSUF 100 SOUTH WAS CHICAGO, ILLIN	RANCE			
ITEM 7 - CANCELLATION NOTICE					
90 DAYS					
The state of the s					

CONSTITUTION REINSURANCE CORPORATION

SENIOR VICE PRESIDENT

CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

n consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies)

- The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurance Certificate period shall be as specified in the Declarations at 12°01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Cartificate of Reinsurance or claurs in connection here path.
- B. Liability of the Reinsurer for any damage, assessed against the Company arising out of its conduct in the investigation, negotiation defense or handling of any claims of suits or in any dealing, with its policyholders is specifically excluded under this Cartificate unless the fletisurer shall have been made aware of and shall have concurred in the actions giving rish to such damages
- In no event shall anyone other than the Company or, in the event of the Company's insolvency, its neceiver, highidator or statutory successor, have any rights under this Certificate of Hemsurance.
- As a condition precedent, the Company shall promptly provide the D. As a condition precedent, the Company shall forming provide the Reinstree with a definitive statement of loss on any claim to occurrence reported to the Company and Inoright under this Certificate which involves a death, sorious rijury or lawarit. The Company shall a so notify the Reinsonari promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the fit insurer does not undertake to investigate gate or defend claims or suits, it shall be extitates have the light and shall be given the opportunity, with the foll cooperation of the Company, to associate coursel at its own expense and to join with the Company and is represent. tives in the defense and conteol of any claim, but or proceeding involving this Certificate of Remainance
- All loss settlements made by the Company, provided they are within the terms and conditions of the anginal policylist) and within the terms and conditions of the anginal policylist and within the terms and conditions of this Certific are of Reimana e.e. shall be kinding on the Reimana Upon receipt of a definitive statement of loss, the Reimana shall promptly pay its proportion of such last as set furth in the Reimana shall promptly pay its proportion of such last as set furth in the Reimana of the and the other expenses and payments to any salaried employed incurred by the Company in the investigation and its proportion of court codes and market on any judgment or award, in the ratio that the Reimana's last payment bears to the Company's area to be a nament. If their is no lost recovered the Reimana Company's gross loss payment of their is no loss regiment, the Histories shall pay its proportion of such expenses only in regret of business accepted on a contributing excess basis and then only in the prentage stated in Item 4 of the Declarations in the first layer of puricipation.

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of hability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applicacy) only to that portion of loss settlement(s) in excess of the applicable retaintion of the Company as stated in Item 3 of the Declarations

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurgr applies proportionally to all loss settlements in the percent-age(s) set forth in Item 4 of the Declarations

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and hability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate toss reserves and determine the processities of any loss reported hereunder.

- The Reins irer will be paid or credited by the Company with its pro on the Heinster will be place or creation by the Company with its pro-portion of salvage, that is, roundurs note obtained or recovery made by the Company, less all expenses, partilly the Company in making such recovery. If the reinstrumnee afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse ender in which hability attaches.
- The Company will be hable for all taxes on premiums ceded to the Fleinsurer under this Certificate of Romanance
- Heinsurer under this Certificate of Rhimanance.

 In the event of the insolvery of the Company, the temsurance provided by the Certificate shell be provided by the Reinsurer on the basis of the hability of the Company under the policytes) temsurer, without timination breads of such modelinesty, directly to the Company or its receiver, figured to, or statistic success in The Rein are shall be given written notice of the pendancy of each commagnetic the Company on the policytes) temsured becomed writting a reasonable time of the cold claim is filled in the history proceedings. The Reinsurer shall be a the right to investigate each see he claim and interprets, all its own to prove the powerful governess shall be the company or the adjudicated, any of the excluding 5 course. The expense this inverted by the Reinsurer shall be thangoing so have. The expense this inverted by the Reinsurer shall be thangoing, subject to cours approach a joinest the misolvent Company as part of the expense of injunctation to the extent of a proportion te share of the bruther which may a class to the Company solids a time and of the bruth which may a class to the Company solids a time and of the bruth which may a class to the Company solids a time and of the bruth which may a class to the Company solids a time and of the bruth which may a class to the Company solids a time and of the bruther which may a class to the Company solids a time and of the Bruther above the learner (s), whether one account of
- The ficus in my offset any todance(s), whether on account of promium, committees, that is, for a furthern expense, salvage or any after amounts) do from once that the other neder this Continuate of Reinformance or under a yother great in the following the foreign as a secundary and the life is not, whether a time as assuming remourer or as ceding Company
- Shoold the Company's policy by cancelled this Certificate shall K. Should the Company's pointy is, caucilled this certificate may also be concelled by it the same time and date. This Certificate may also be concelled by the Company or by the floorage upon not less than the number of days shown in term 7 except ten 110) days for non-payment of premium with prior written notice, one in the other, stading when thereafter the reinstrance alloyded better should be under, proof of making shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro-rate tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by enderson entissued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Milness Minrent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames Than secretary

Hard Annaes President